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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JADE WILCOX, on behalf of herself,
and all others similarly situated, }
}

Plaintiff,

No. 2:17-CV-275-RMP

V.

SWAPP LAW PLLC, DBA CRAIG
SWAPP AND ASSOCIATES; and
JAMES CRAIG SWAPP, individual

Defendants.

**DEFENDANTS' ANSWER AND
AFFIRMATIVE DEFENSES TO
AMENDED COMPLAINT**

JURY DEMAND

I. ANSWER

COME NOW Defendants Swapp Law, PLLC, and James Craig Swapp, by and through their counsel of record, Barbara J. Duffy, Ryan P. McBride and Taylor Washburn of Lane Powell PC, and answer Plaintiff's Amended Complaint ("Complaint") with the following admissions, denials, and affirmative defenses:

1.1 Paragraph 1.1 of the Complaint states a legal conclusion and/or cause of action to which no answer is required. To the extent the allegations in Paragraph 1.1 may be construed as statements of fact, Defendants deny them.

**DEFENDANTS' ANSWER TO
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1 1.2 Paragraph 1.2 of the Complaint states a legal conclusion to which
2 no answer is required. To the extent the allegations in Paragraph 1.2 may be
3 construed as statements of fact, Defendants deny them.

4 1.3 Paragraph 1.3 of the Complaint states legal conclusions to which no
5 answer is required. To the extent that the allegations in Paragraph 1.3 may be
6 construed as statements of fact, Defendants answer as follows: Defendants admit
7 that Swapp Law, PLLC, lawfully purchased from the Washington State Patrol
8 Collision Reports that had been created by law enforcement agencies following
9 motor vehicle accidents; and that Swapp Law, PLLC, used information on some
10 of the Reports to mail materials advertising its services to some individuals
11 involved in the accidents. Defendants deny all other allegations in Paragraph 1.3.

12 1.4 Paragraph 1.4 of the Complaint states a legal conclusion to which
13 no answer is required. To the extent that the allegations in Paragraph 1.4 may be
14 construed as statements of fact, Defendants answer as follows: Defendants admit
15 that the Washington State Patrol did not require or request Swapp Law, PLLC,
16 to obtain written consent from drivers in connection with the purchase of
17 Collision Reports. Defendants deny all other allegations stated in Paragraph 1.4.

18 1.5 Paragraph 1.5 of the Complaint states a legal conclusion to which
19 no answer is required. To the extent Paragraph 1.5 characterizes the Court's order
20 of June 9, 2017 in the matter of *Wilcox v. Batiste* (E.D. Wash. No. 17-cv-00122),
21 that order speaks for itself, and the preliminary injunction instituted by that order
22 was dissolved by a subsequent order of the Court on December 21, 2018, granting
23 summary judgment for the defendant in that case. To the extent the allegations
24 in Paragraph 1.5 may be construed as statements of fact, Defendants deny them.

1 1.6 Paragraph 1.6 of the Complaint states a legal conclusion and/or
2 cause of action to which no answer is required. To the extent the allegations in
3 Paragraph 1.6 may be construed as statements of fact, Defendants deny them.

4 2.1 Defendants are without sufficient knowledge or information to form
5 a belief as the truth of the allegations in Paragraph 2.1 and, therefore, deny them.

6 2.2 Defendants deny that the Swapp Law, PLLC, website currently
7 identifies an attorney surnamed Ranz who is admitted to practice in Washington,
8 and admit the other allegations stated in Paragraph 2.2.

9 2.3 Defendants admit that defendant Craig Swapp is a lawyer licensed
10 to practice in the State of Washington. Defendants further admit that Craig Swapp
11 and Swapp Law, PLLC, have advertised their services in Washington in many
12 different ways, not exclusively as identified in Paragraph 2.3. Defendants deny
13 all other allegations stated in Paragraph 2.3.

14 3.1 Defendants admit the allegations stated in Paragraph 3.1.

15 3.2 Defendants admit this Court has jurisdiction over this matter.
16 Defendants deny all other allegations stated in Paragraph 3.2.

17 3.3 Defendants admit that this Court has personal jurisdiction over Mr.
18 Swapp. Defendants deny all other allegations stated in Paragraph 3.3.

19 3.4 Defendants admit the allegations stated in Paragraph 3.4.

20 4.1 Paragraph 4.1 of the Complaint states a legal conclusion to which
21 no answer is required. To the extent the allegations in Paragraph 4.1 may be
22 construed as statements of fact, Defendants deny them.

23 4.2 Defendants are without sufficient knowledge or information to form
24 a belief as the truth of the allegations in Paragraph 4.2, and therefore deny them.

25 4.3 Defendants are without sufficient knowledge or information to form
26 a belief as the truth of the allegations in Paragraph 4.3, and therefore deny them.

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1 4.4 Paragraph 4.4 of the Complaint states a legal conclusion to which
2 no answer is required. To the extent the allegations in Paragraph 4.4 may be
3 construed as statements of fact, Defendants deny them.

4 4.5 Paragraph 4.5 of the Complaint states a legal conclusion to which
5 no answer is required.

6 4.6 Paragraph 4.6 of the Complaint states a legal conclusion to which
7 no answer is required.

8 4.7 Paragraph 4.7 of the Complaint states a legal conclusion to which
9 no answer is required.

10 4.8 Paragraph 4.8 of the Complaint states a legal conclusion to which
11 no answer is required. To the extent the allegations in Paragraph 4.8 may be
12 construed as statements of fact, Defendants deny them.

13 4.9 Paragraph 4.9 of the Complaint states a legal conclusion to which
14 no answer is required. To the extent the allegations in Paragraph 4.9 may be
15 construed as statements of fact, Defendants deny them.

16 4.10 Paragraph 4.10 of the Complaint states a legal conclusion to which
17 no answer is required. To the extent that Paragraph 4.10 characterizes the Court's
18 order of June 9, 2017 instituting a preliminary injunction that has since been
19 dissolved (*see* Paragraph 1.5, above), that order speaks for itself. To the extent
20 the allegations in Paragraph 4.10 may be construed as statements of fact,
21 Defendants deny them.

22 4.11 Defendants admit a majority of law enforcement agencies in
23 Washington use the same Police Traffic Collision Report form.

24 4.12 Paragraph 4.12 of the Complaint states a legal conclusion to which
25 no answer is required. To the extent that Paragraph 4.12 characterizes the Court's
26 order of June 9, 2017 instituting a preliminary injunction that has since been

1 dissolved (*see* Paragraph 1.5, above), that order speaks for itself. To the extent
2 the allegations in Paragraph 4.12 may be construed as statements of fact,
3 Defendants deny them.

4 4.13 Paragraph 4.13 of the Complaint states a legal conclusion to which
5 no answer is required. To the extent the allegations in Paragraph 4.13 may be
6 construed as statements of fact, Defendants are without sufficient knowledge or
7 information to form a belief as to the truth of the allegations in Paragraph 4.13
8 and, therefore, deny them.

9 4.14 Paragraph 4.14 of the Complaint states a legal conclusion to which
10 no answer is required. To the extent the allegations in Paragraph 4.14 may be
11 construed as statements of fact, Defendants answer as follows: Defendants admit
12 Swapp Law, PLLC, lawfully purchased Collision Reports from the Washington
13 State Patrol, and that certain information was redacted from those Reports.
14 Defendants further admit that the Washington State Patrol has a policy of
15 collecting and maintaining Collision Reports prepared by other law enforcement
16 agencies. Defendants are without sufficient knowledge or information to form a
17 belief as to the truth of other allegations in Paragraph 4.14 and, therefore, deny
18 them.

19 4.15 Paragraph 4.15 of the Complaint states a legal conclusion to which
20 no answer is required. To the extent that Paragraph 4.15 characterizes the Court's
21 order of June 9, 2017 instituting a preliminary injunction that has since been
22 dissolved (*see* Paragraph 1.5, above), that order speaks for itself. To the extent
23 the allegations in Paragraph 4.15 may be construed as statements of fact,
24 Defendants deny them.

25 4.16 Defendants admit that most law enforcement officers can use a
26 software program called SECTOR to prepare Collision Reports, while some do

1 not. Defendants are without sufficient knowledge or information to form a belief
2 as to the truth of the other allegations in Paragraph 4.16 and, therefore, deny them.

3 4.17 Defendants admit that SECTOR allows law enforcement officers to
4 scan the bar codes on drivers' licenses and registrations, and to input information
5 manually, to prepare Collision Reports. Defendants further admit that when an
6 officer scans a bar code, the SECTOR application—if functioning—can read
7 information stored on the bar code for purposes of preparing Collision Reports.
8 Defendants deny all other allegations stated in Paragraph 4.17.

9 4.18 Defendants admit that the bar codes on drivers' licenses and
10 registrations electronically store the information listed on the drivers' licenses
11 and registrations, respectively. Defendants deny all other allegations stated in
12 Paragraph 4.18.

13 4.19 Defendants admit that the bar codes on drivers' licenses and
14 registrations electronically store the information listed on the drivers' licenses
15 and registrations, respectively. Defendants deny all other allegations stated in
16 Paragraph 4.19.

17 4.20 To the extent Paragraph 4.20 seeks to characterize the SECTOR
18 User Manual, that document speaks for itself. Defendants deny all other
19 allegations stated in Paragraph 4.20.

20 4.21 To the extent Paragraph 4.21 seeks to characterize the “PTCR
21 Form,” that document speaks for itself. Defendants admit that law enforcement
22 officers have been trained to check the “new address” box on the PTCR Form if
23 they input an address different than the address listed on a motorist's driver's
24 license, but that officers do not always do so. Defendants deny all other
25 allegations stated in Paragraph 4.21.

1 4.22 Defendants admit that some law enforcement officers can obtain
2 information from a “driver’s return” using a program called ACCESS, and that
3 requests for these driver’s returns are fulfilled by DOL. Defendants are without
4 sufficient knowledge or information to form a belief as to the truth of the
5 allegations in Paragraph 4.22 and, therefore, deny them.

6 4.23 Defendants admit that some law enforcement officers can obtain
7 information from a “vehicle return” using a program called ACCESS. Defendants
8 are without sufficient knowledge or information to form a belief as to the truth of
9 the allegations in Paragraph 4.23 and, therefore, deny them.

10 4.24 Defendants deny that Swapp Law, PLLC, “prominently” advertises
11 itself on its website as “Your Auto Accident Lawyers.” Defendants admit the
12 remaining allegations stated in Paragraph 4.24.

13 4.25 To the extent Paragraph 4.25 seeks to characterize the July 21, 2016
14 *Inlander* article, the document speaks for itself. Defendants admit that a majority
15 of the Collision Reports purchased by Swapp Law, PLLC, between 2013 and
16 2016 related to accidents that did not involve then-existing Swapp Law clients.
17 Defendants deny all other allegations stated in Paragraph 4.25.

18 4.26 To the extent that Paragraph 4.26 seeks to characterize records
19 provided by the Washington State Patrol or Defendants’ responses to written
20 discovery, those records and responses speak for themselves. Defendants deny
21 all other allegations stated in Paragraph 4.26.

22 4.27 To the extent Paragraph 4.27 seeks to characterize the July 21, 2016
23 *Inlander* article, the document speaks for itself. Defendants deny all other
24 allegations stated in Paragraph 4.27.

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1 4.28 To the extent Paragraph 4.28 seeks to characterize the July 21, 2016
2 *Inlander* article, the document speaks for itself. Defendants deny all other
3 allegations stated in Paragraph 4.28.

4 4.29 Defendants' responses to written discovery speak for themselves.
5 To the extent that any of the allegations in Paragraph 4.29 may be construed as
6 statements of fact, Defendants deny them.

7 4.30 To the extent that Paragraph 4.30 seeks to characterize Defendants'
8 responses to written discovery, those responses speak for themselves. Defendants
9 deny all other allegations stated in Paragraph 4.30.

10 4.31 Defendants admit that one of Plaintiff's counsel filed a bar grievance
11 against Mr. Swapp, and that during those proceedings one of Plaintiff's counsel
12 accused Swapp Law, PLLC, of violating the DPPA. Defendants deny all other
13 allegations stated in Paragraph 4.31.

14 4.32 Defendants state that the contents of the April 28, 2015 letter speaks
15 for itself. To the extent that the allegations in Paragraph 4.32 may be construed
16 as statements of fact, Defendants deny them.

17 4.33 Defendants state the contents of the June 5, 2015 letter speaks for
18 itself. To the extent that the allegations in Paragraph 4.33 may be construed as
19 statements of fact, Defendants deny them.

20 4.34 Defendants state the contents of the May 27, 2016 letter speaks for
21 itself. To the extent that the allegations in Paragraph 4.34 may be construed as
22 statements of fact, Defendants deny them.

23 4.35 Defendants are without sufficient knowledge or information to form
24 a belief as to the truth of the allegations in Paragraph 4.35 and, therefore, deny
25 them.

1 4.36 Defendants admit the existence of a Collision Report labeled
2 E448140 relating to Plaintiff, which speaks for itself. Defendants are without
3 sufficient knowledge or information to form a belief as to the truth of other
4 allegations in Paragraph 4.36 and, therefore, deny them.

5 4.37 Defendants admit that Swapp Law, PLLC, lawfully purchased
6 Collision Report E448140 from the Washington State Patrol. Defendants deny
7 all other allegations stated in Paragraph 4.37.

8 4.38 Defendants admit the existence of a Collision Report labeled
9 E562485 relating to Plaintiff, which speaks for itself. Defendants are without
10 sufficient knowledge or information to form a belief as to the truth of other
11 allegations in Paragraph 4.38 and, therefore, deny them.

12 4.39 Defendants admit that Swapp Law, PLLC, lawfully purchased
13 Collision Report E562485 from the Washington State Patrol. Defendants deny
14 all other allegations stated in Paragraph 4.39.

15 4.40 Defendants admit that Swapp Law, PLLC, sent a letter to Plaintiff
16 dated July 14, 2016, and that contents of the letter speaks for itself. To the extent
17 that the allegations in Paragraph 4.40 may be construed as statements of fact,
18 Defendants deny them.

19 4.41 Defendants deny the allegations stated in Paragraph 4.41.

20 4.42 Defendants admit that the majority of the attorneys at Swapp Law,
21 PLLC, practice in the area of automobile accidents, including the attorneys
22 admitted in Washington. Defendants deny all other allegations stated in
23 Paragraph 4.42.

24 4.43 Defendants state that the content of the July 21, 2016 *Inlander*
25 article speaks for itself. Defendants deny all other allegations stated in Paragraph
26 4.43.

1 5.1 Paragraph 5.1 of the Complaint states a legal conclusion and/or
2 cause of action to which no answer is required. To the extent the allegations in
3 Paragraph 5.1 may be construed as statements of fact, Defendants deny them.

4 5.2 Paragraph 5.2 of the Complaint states a legal conclusion to which
5 no answer is required. To the extent that Paragraph 5.2 seeks to characterize
6 Defendants' responses to written discovery, those responses speak for
7 themselves. To the extent the allegations in Paragraph 5.2 may be construed as
8 statements of fact, Defendants answer as follows: Defendants deny that Collision
9 Reports lawfully purchased from the Washington State Patrol contained personal
10 information. Defendants are without sufficient knowledge or information to form
11 a belief as to the truth of other allegations in Paragraph 5.2 and, therefore, deny
12 them.

13 5.3 Paragraph 5.3 of the Complaint states a legal conclusion to which
14 no answer is required. To the extent the allegations in Paragraph 5.3 may be
15 construed as statements of fact, Defendants deny them.

16 5.4 Paragraph 5.4 of the Complaint states a legal conclusion to which
17 no answer is required. To the extent the allegations in Paragraph 5.4 may be
18 construed as statements of fact, Defendants deny them.

19 5.5 Paragraph 5.5 of the Complaint states a legal conclusion to which
20 no answer is required. To the extent the allegations in Paragraph 5.5 may be
21 construed as statements of fact, Defendants are without sufficient knowledge or
22 information to form a belief as to the truth of other allegations and, therefore,
23 deny them.

24 5.6 Paragraph 5.6 of the Complaint states a legal conclusion to which
25 no answer is required. To the extent the allegations in Paragraph 5.6 may be
26 construed as statements of fact, Defendants deny them.

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1 5.7 Paragraph 5.7 of the Complaint states a legal conclusion to which
2 no answer is required. To the extent the allegations in Paragraph 5.7 may be
3 construed as statements of fact, Defendants are without sufficient knowledge or
4 information to form a belief as to the truth of the allegations and, therefore, deny
5 them.

6 5.8 Paragraph 5.8 of the Complaint states a legal conclusion to which
7 no answer is required. To the extent the allegations in Paragraph 5.8 may be
8 construed as statements of fact, Defendants deny them.

9 5.9 Paragraph 5.9 of the Complaint states a legal conclusion to which
10 no answer is required. To the extent the allegations in Paragraph 5.9 may be
11 construed as statements of fact, Defendants deny them.

12 5.10 Paragraph 5.10 of the Complaint states a legal conclusion to which
13 no answer is required. To the extent the allegations in Paragraph 5.10 may be
14 construed as statements of fact, Defendants deny them.

15 5.11 Defendants are without sufficient knowledge or information to form
16 a belief as to the truth of the allegations in Paragraph 5.11 and, therefore, deny
17 them.

18 5.12 Paragraph 5.12 of the Complaint states a legal conclusion to which
19 no answer is required. To the extent that the allegations in Paragraph 5.12 may
20 be construed as statements of fact, Defendants deny them.

21 5.13 Paragraph 5.13 of the Complaint states a legal conclusion to which
22 no answer is required. To the extent that the allegations in Paragraph 5.13 may
23 be construed as statements of fact, Defendants deny them.

24 6.1 Answering Paragraph 6.1 of the Complaint, Defendants restate their
25 denials and admissions in the preceding paragraphs.

1 6.2 Paragraph 6.2 of the Complaint states a legal conclusion to which
2 no answer is required. To the extent that the allegations in Paragraph 6.2 may be
3 construed as statements of fact, Defendants deny them.

4 6.3 Paragraph 6.3 of the Complaint states a legal conclusion to which
5 no answer is required. To the extent that the allegations in Paragraph 6.3 may be
6 construed as statements of fact, Defendants deny them.

7 6.4 Paragraph 6.4 of the Complaint states a legal conclusion to which
8 no answer is required. To the extent that the allegations in Paragraph 6.4 may be
9 construed as statements of fact, Defendants deny them.

10 6.5 Paragraph 6.5 of the Complaint states a legal conclusion to which
11 no answer is required. To the extent that the allegations in Paragraph 6.5 may be
12 construed as statements of fact, Defendants deny them.

13 6.6 Paragraph 6.6 of the Complaint states a legal conclusion to which
14 no answer is required. To the extent that the allegations in Paragraph 6.6 may be
15 construed as statements of fact, Defendants answer as follows: Defendants admit
16 that Swapp Law, PLLC, lawfully purchased Collision Reports from the
17 Washington State Patrol, including Reports regarding incidents involving
18 Plaintiff. Defendants are without sufficient knowledge or information to form a
19 belief as to the truth of the allegation regarding the number of Collision Reports
20 purchased and, therefore, deny it. Defendants deny all other allegations stated in
21 Paragraph 6.6.

22 6.7 Paragraph 6.7 of the Complaint states a legal conclusion to which
23 no answer is required. To the extent that the allegations in Paragraph 6.7 may be
24 construed as statements of fact, Defendants deny them.

1 6.8 Paragraph 6.8 of the Complaint states a legal conclusion to which
2 no answer is required. To the extent that the allegations in Paragraph 6.8 may be
3 construed as statements of fact, Defendants deny them.

4 6.9 Paragraph 6.9 of the Complaint states a legal conclusion to which
5 no answer is required. To the extent that the allegations in Paragraph 6.9 may be
6 construed as statements of fact, Defendants deny them.

7 6.10 Defendants deny the allegations stated in Paragraph 6.10.

8 6.11 Paragraph 6.11 of the Complaint states a legal conclusion to which
9 no answer is required. To the extent that the allegations in Paragraph 6.11 may
10 be construed as statements of fact, Defendants deny them.

11 A - I Answering Paragraphs A-I in the Prayer for Relief, Defendants
12 deny that Plaintiff or any member of the putative class is entitled to any of the
13 relief set forth as requested in the complaint or otherwise in this action.

14 **II. GENERAL DENIALS AND AFFIRMATIVE DEFENSES**

15 Defendants hereby allege the following separate and distinct defenses,
16 general denials and affirmative defenses without conceding that Defendants
17 necessarily bear the burden of proof or persuasion:

18 1. The Amended Complaint (“Complaint”), and each claim therein,
19 fails to set forth facts sufficient to state a claim against Defendants.

20 2. Plaintiff and members of the putative class have not suffered a
21 concrete injury and, therefore, lack standing to bring their claims.

22 3. The Complaint and each claim set forth therein is barred because
23 Defendants did not act “knowingly” within the meaning of the Driver’s Privacy
24 Protection Act. *See* 18 U.S.C. § 2724(a).

25 4. The Collision Reports relating to Plaintiff and members of the
26 putative class are not subject to 18 U.S.C. § 2721, *et seq.*, because Collision

1 Reports purchased from the Washington State Patrol (1) are not “motor vehicle
2 records,” as defined by 28 U.S.C. § 2725(1), (2) do not contain “personal
3 information,” as defined by 28 U.S.C. § 2725(3), and/or (3) were not disclosed
4 by or obtained from “[a] State department of motor vehicles,” 28 U.S.C.
5 § 2721(a).

6 5. Defendants’ alleged acquisition and/or use of personal information
7 from a motor vehicle record was permissible, in whole or in part, under 18 U.S.C.
8 § 2721(b)(4) to the extent Defendants acquired or used Collision Reports
9 containing putative class members’ personal information on behalf of current or
10 former clients in connection with actual or anticipated litigation, and/or under 18
11 U.S.C. § 2721(b)(14) to the extent Defendants acquired or used Collision Reports
12 containing information that the Washington State Patrol was authorized by law
13 to publicly disclose.

14 6. Any actions Defendants took in relation to this lawsuit, they took in
15 reasonable reliance on actual or perceived approval by the Washington State
16 Patrol, a state agency in a better position than Defendants to understand the nature
17 of the Collision Reports it sold.

18 7. Defendant Craig Swapp is not a proper defendant in this action and
19 cannot be personally liable for the alleged conduct of others.

20 8. Plaintiff’s claims and the claims of members of the putative class
21 are barred in whole or in part by the doctrine of laches because Plaintiff and
22 members of the putative class delayed asserting their rights, and that such delay
23 prejudiced Defendants. Prejudice may include, but is not limited to, the
24 dissipation of evidence relating to Plaintiff’s claims and the claims of members
25 of the putative class and Defendants’ defenses thereto.

1 9. The doctrines of waiver and estoppel may bar the claims of some of
2 the putative class to the extent any such member consented to or accepted the
3 benefits of Defendants' alleged acquisition and/or use of personal information
4 from a motor vehicle record including, but not limited to, instances where any
5 such member retained or sought legal advice from Defendants.

6 10. To the extent Plaintiff claims to have suffered or sustained any
7 actual loss, injury, damage or detriment, Plaintiff's claims are barred, in whole
8 or in part, by her failure to mitigate her alleged damages, if any.

9 11. To the extent Plaintiff claims to have suffered or sustained any
10 actual loss, injury, damage or detriment, the same was directly and proximately
11 caused and contributed to by the conduct, acts, omissions, and/or activities of
12 Plaintiff, the Washington State Patrol or other third-parties, and not by
13 Defendants, and that such conduct, acts, omissions, and/or activities constitute
14 the intervening and superseding cause of her alleged damages, if any.

15 12. The "liquidated damages" provision in 18 U.S.C. § 2724(b)(1)
16 provides for an excessive fine or award of damages unrelated to the actual
17 damages of Plaintiff or any member of the putative class and is thus in violation
18 of the Fifth and Eighth Amendments to the United States Constitution.

19 13. Plaintiff's claims are not typical of the claims of the putative class,
20 and any common questions of law or fact do not predominate over questions
21 affecting only individual members of the putative class.

22 14. Plaintiff cannot meet the prerequisites for a class action under Rule
23

24 To the extent not set forth herein, Defendants reserve the right to assert
25 additional defenses that become available or apparent during discovery and to
26 amend its Answer accordingly.

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1 **III. DEFENDANTS' REQUESTS FOR RELIEF**

2 Defendants respectfully request:

3 1. That Plaintiff take nothing by way of the Amended Complaint;

4 2. That judgment be entered in favor of Defendants and against

5 Plaintiff; and

6 3. That Defendants be granted such other relief as the Court deems just

7 and proper.

8

9 **JURY DEMAND**

10 Pursuant to Fed. R. Civ. P. 38(b) and LR 38.1, Defendants Swapp Law,
11 PLLC, and James Craig Swapp, by and through their counsel of record, requests
12 and demands a trial by a jury of twelve (12) on all issues so triable in the above-
13 captioned matter.

14 DATED: February 7, 2019

15 LANE POWELL PC

16

17 By s/Barbara J. Duffy
18 Barbara J. Duffy, WSBA No. 18885
19 duffyb@lanepowell.com
20 Ryan P. McBride, WSBA No. 33280
21 mcbrider@lanepowell.com
22 Taylor Washburn, WSBA No. 51524
23 washburnt@lanepowell.com
24 Telephone: 206.223.7000
25 Facsimile: 206.223.7107
26 Attorneys for Defendants

1 CERTIFICATE OF SERVICE

2 I hereby certify that on February 7, 2019, I electronically filed the
3 foregoing with the Clerk of the Court using the CM/ECF System, which in turn
4 automatically generated a Notice of Electronic Filing (NEF) to all parties in the
5 case who are registered users of the CM/ECF system. The NEF for the foregoing
6 specifically identifies recipients of electronic notice and I hereby certify that I
7 have mailed by United States Postal Service the document to the following non-
8 CM/ECF participants: None.

9
10 Executed on the 7th day of February, 2019, at Seattle, Washington.
11
12

13 *s/Barbara J. Duffy*

14 _____
15 Signature of Attorney
16 Barbara J. Duffy, WSBA No. 18885
17 Lane Powell PC
18 1420 Fifth Avenue, Suite 4200
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20 Seattle, WA 98111-9402
21 Telephone: 206.223.7000
22 Facsimile: 206.223.7107
23 E-mail: duffyb@lanepowell.com
24 Attorney(s) For: Defendants
25
26